

# **EXHIBIT “P-16”**

**From:** Gary Lightman <garylightman@lightmanlaw.com>  
**Sent:** Tuesday, February 15, 2022 10:34 PM  
**To:** Manfred <Manfred@msternberg.com>  
**Cc:** G. Manochi <gmanochi@lightmanlaw.com>; WI. Stamps <wlstamps@lightmanlaw.com>; K. DiTomaso <kditomaso@lightmanlaw.com>; GARY LIGHTMAN <ltag8r@me.com>  
**Subject:** Re: TheSafetyHouse.com v. Manfred Sternberg & Associates, and Manfred Sternberg, Esquire, and Sam Gross, and Charlton Holding Group, LLC -- Docket No. 2022-[NOT YET FILED]

Mr. Sternberg,

Your email below is NOT what you represented to me in our phone call of earlier today.

You were not authorized to release any funds from your attorney escrow account until "Seller deliver[ed] the goods to a common carrier" with the appropriate *signed* Seller's Bill of Sale transferring title of the goods to Buyer.

This is the second (and last) time we will request that you provide us IMMEDIATELY with the identity and contact information of the "common carrier" that you represented to me in our phone call (and that did not deny in your below email) that has the goods that you represented to me already were being shipped to TSH.

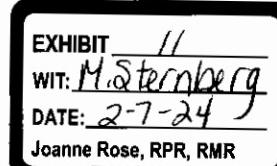
We also request that you email to us a copy of the *signed* Bill of Sale, as well as the Bill of Lading for the common carrier shipment.

If we do not receive this information and documentation from you by no later than tomorrow, then we have been instructed (1) to immediately file a lawsuit, and (2) to file a disciplinary complaint against you for your unauthorized transfer of escrow funds.

You should write us back first thing in the am, if you have any questions or problems. Otherwise, we look forward to timely receiving from you the requested information and documentation.

Please be guided accordingly.

thx  
Gary Lightman  
cell 215-760-3000



On Feb 15, 2022, at 7:08 PM, Manfred <[Manfred@msternberg.com](mailto:Manfred@msternberg.com)> wrote:

Mr. Gary Lightman, I am not sure what you heard, but I certainly did not confirm that our law firm is still holding the \$1,965,600.00 that TSH wired into our attorney escrow. The funds were disbursed to the Seller in accordance with the SPA and per the instruction of our client. I will note, your interpretation of the SPA and your explanation below is not consistent with the terms of the SPA. Maybe you should read it?

**Paragraph 6 of the SPA**

says: Once the transferred funds have cleared in the Seller's account, BILL OF SALE (EXHIBIT D)s hall be provided, and Seller will deliver the Goods to a common carrier with instructions to deliver the Goods to the location(s) as directed by Buyer. Title transfer shall happen contemporaneously with funds being released to Seller. Your client should have an executed Bill of Sale and funds have been transferred for the purchase when the goods were loaded onto the common carrier.

You will also note that Paragraph 13 says: This Agreement shall be governed by the laws of the State of Texas and the Parties agree on the Texas State District Courts of Harris County, Texas, or other Seller designated venue

which shall have exclusive jurisdiction of any dispute arising out of or related to this Agreement.

Proceed accordingly.

I am told the product will be arriving tomorrow at the location provided by your client. Let me know when your client is in possession of his product.

*Manfred Sternberg*

**Manfred Sternberg & Assoc. PC**

**Attorneys at Law**

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<image001.png>

<image002.png><image003.png>

**From:** Gary Lightman <[garylightman@lightmanlaw.com](mailto:garylightman@lightmanlaw.com)>

**Date:** Tuesday, February 15, 2022 at 5:35 PM

**To:** Manfred Sternberg <[Manfred@msternberg.com](mailto:Manfred@msternberg.com)>

**Cc:** "G. Manochi" <[gmanochi@lightmanlaw.com](mailto:gmanochi@lightmanlaw.com)>, "WI. Stamps"

<wlstamps@lightmanlaw.com>, "K. DiTomaso" <kditomaso@lightmanlaw.com>, GARY LIGHTMAN <ltag8r@me.com>  
**Subject:** TheSafetyHouse.com v. Manfred Sternberg & Associates, and Manfred Sternberg, Esquire, and Sam Gross, and Charlton Holding Group, LLC -- Docket No. 2022-[NOT YET FILED]

Mr. Manfred Sternberg,

Our law firm has been retained as litigation counsel for TheSafetyHouse.com ("TSH"). This email will confirm your phone call to me, that just ended. Thank you for your courtesies in timely returning the voice mail message that we left when we called your work number (713-622-4300) earlier today (and please do not delete that phone message, unless and until this dispute is fully resolved to our client's satisfaction).

You represented to us that the 151,200 boxes of 2 count iHealth COVID 19 home test kits that TSH purchased from your client (Sam Gross and Charlton Holding Group, LLC) already were being shipped and in transit to TSH, and that TSH should expect delivery of the goods tomorrow. You also confirmed that your law firm still is holding the \$1,965,600.00 that TSH wired into your attorney escrow account, that is supposed to be held by you and not released from escrow until TSH has received delivery of the goods.

You should use "reply all" immediately, if this email does not accurately memorialize our phone conversation. Otherwise, please use "reply all" and provide us with the shipping information that we requested from you when we just spoke (i.e., the name and contact information of the carrier that is delivering the goods).

We look forward to your timely response.

Very truly yours,  
Gary Lightman, Esquire  
LIGHTMAN & MANOCHI  
Attorneys for TSH

cc: client

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